

**SANTA BARBARA COUNTY
AGENDA BOARD LETTER**



Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Agenda Number:

Prepared on: **May 1, 2003**
Department: **County Administrator/EU**
Department No.:
Agenda Date: **May 13, 2003**
Placement: **Administrative**
Estimate Time:
Continued Item: **NO**
If Yes, date from:

TO: Board of Supervisors

FROM: Michael F. Brown
County Administrator

STAFF CONTACT: Ronnie Thompson, Dean (692-1742)
Employees' University

SUBJECT: Employees' University License Agreement with California State University at
Northridge
Folio No. 003446

Recommendation(s):

That the Board of Supervisors approve and execute the License Agreement between the County of Santa Barbara and California State University at Northridge (CSUN) to allow CSUN to use the County Employee's University for the purpose of presenting instruction in the Public Sector Management Degree program for employees of the County of Santa Barbara, as well as other individuals approved by these agencies; for a period of approximately three years.

Alignment with Board Strategic Plan:

The recommendation(s) are primarily aligned with Goal No. 3; A strong, professionally managed County Organization

Executive Summary and Discussion:

The County of Santa Barbara is investing its facility resources to provide an opportunity for employees to further their education in close proximity to their employment location. Other local public organizations would be eligible for enrollment. Over 1/2 of County's employees do not have a Bachelor's Degree. There is no public university that provides a Bachelor's or Master's Degree program in Public Administration in our local area. This would be the first available program and include employees from both North and South County. We are in partnership with both Allan Hancock College and Santa Barbara City College as they prepare students to be eligible to enter these CSUN programs. Several of the faculty from CSUN are renown

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for their experience and expertise in the field of Public Administration. Offering the Bachelors and Masters Degree programs at the EU facility can be a significant tool for:

1. Employee retention;
2. Creating the opportunity for development of a better educated workforce;
3. Creating an easy access for local public sector employees to attend classes without leaving Santa Barbara.

Employees may transfer up to 4 units of EU course credit into the Bachelor's Degree program (both Community Colleges accredit EU classes)

The CSUN Bachelor's Degree Program is projected to begin in November 2003 in Santa Barbara. The projected start date for North County is pending with classes expected to offered on the Allan Hancock College Campus in Santa Maria.

Mandates and Service Levels:

No change in programs or service levels.

Special Instructions:

After Board action, please instruct Clerk to distribute as follows:

- | | |
|---|--------------------------------------|
| 1. Original document | Board Official File |
| 2. Duplicate original document and Minute Order | Facilities Services, Attn: Don Grady |

Project: CSUN EU License
A.P.N.: 059-140-029
Folio: 003446
Agent: DG

LICENSE AGREEMENT (County as Licensor)

THIS LICENSE AGREEMENT (hereinafter “Agreement”) is made by and between:

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter "COUNTY,"

and

California State University, Northridge (CSUN), an educational division of the State of California, hereinafter “LICENSEE,”

with reference to the following:

WHEREAS, COUNTY is the owner of that certain real property referred to as the Calle Real Campus, in the unincorporated area of Santa Barbara County, in California, more particularly described as Assessor’s Parcel No. 059-140-029; (hereinafter “Property”), shown as the diagonally-slashed area of Exhibit “A”, attached hereto and by reference made a part hereof; and

WHEREAS, LICENSEE is a California State University located in Northridge, California; and

WHEREAS, COUNTY operates the Employee’s University (hereinafter “EU”), an approximately 4,000 square foot improvement on the Property, shown as the cross-hatched area of Exhibit “B”, attached hereto and by reference made a part hereof; for the purpose of providing COUNTY personnel with specific educational opportunities; and

WHEREAS, it has been determined that it is in the best interests of the citizens of the County of Santa Barbara for public agencies within the State of California to work cooperatively in sharing expertise and in promoting the cost-effective delivery of services; and

WHEREAS, COUNTY and LICENSEE have agreed to cooperate in offering certain educational opportunities, at the EU, to the employees and residents of the County and to employees of the City of Santa Barbara.

NOW THEREFORE, in consideration of the Property and the provisions, covenants, and conditions set forth herein; COUNTY and LICENSEE hereby agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT:** The provisions of this Agreement shall be administered and enforced for COUNTY by the Dean of the Employees' University, or designee, and for LICENSEE by the Director of the Public Sector Management Program, or designee.

2. **TERM:** The term of this Agreement shall be for a period of approximately three (3) years, commencing October 1, 2003, and terminating on September 30, 2006; subject to the provisions for Extension/Renewal and Termination contained herein.

3. **AUTOMATIC EXTENSION/RENEWAL:** In the event this Agreement has not otherwise been terminated and LICENSEE is in good standing at the end of the term, this Agreement shall be automatically extended and renewed each and every year thereafter for one (1) additional year, upon the same terms and conditions as contained herein.

4. **COUNTY'S OBLIGATIONS:** COUNTY shall provide LICENSEE the following:
- A. Access to the EU, subject to prior scheduling by COUNTY, and,
 - B. Parking for instructors and students at the facility, free of charge, as available, and as designated by COUNTY; and
 - C. Access to and use of classrooms, meeting rooms, common areas, (per scheduled times) on the Property, excluding EU office areas:
 - 1. Monday through Friday evenings after 5:00 p.m., on a nonexclusive basis and per prior scheduling; and
 - 2. Saturdays and Sundays, per prior scheduling; and
 - 3. At such other times when the EU is not being used by COUNTY, subject to prior COUNTY approval; and
 - D. Classrooms for each course conducted. The adequacy of both classroom and any additional space shall be determined by COUNTY, provided it meets approval of the Western Association of Schools and Colleges (WASC); and
 - E. Standard classroom furnishings and audio-visual equipment from available resources; and
 - F. Normal maintenance, utilities, and custodial services to keep classroom space in good condition, as determined by COUNTY.

5. **LICENSEE'S OBLIGATIONS:** In consideration of the rights granted hereunder, LICENSEE shall:

- A. Provide any specialized equipment required that is not available at EU; and
- B. Maintain the EU in a neat and orderly manner; and
- C. Provide all classes and educational programs to County employees and residents at the "extension" rates, as such are determined by CSUN.

6. **RIGHTS GRANTED:** COUNTY hereby grants to LICENSEE a personal, nonexclusive, revocable and non-assignable right to enter upon and use the Property for educational purposes only. Should COUNTY require use of any portion of the Property for emergency response operations, the parties hereto agree to cooperate in developing a process which is approved by the Western Association of Schools and Colleges (WASC), to accommodate the classroom needs of

LICENSEE, including but not limited to arranging an alternative training location on the Property. This Agreement may be amended to include such arrangement.

7. **PURPOSE AND USE:** LICENSEE shall have limited access to and nonexclusive use of the Property. LICENSEE shall conform to the Rules and Regulations, Security Measures, and Class Schedules, as agreed upon, in advance by the parties. LICENSEE shall not alter or improve the Property or EU in any way without express written consent by COUNTY.

8. **SECURITY AND SUPERVISION:** LICENSEE shall be responsible for the security of the Property and any and all personal property therein whenever LICENSEE, its agents, employees and/or guests use the Property. LICENSEE shall also be responsible for the supervision of such agents, employees and/or guests.

9. **CONSTRUCTION AND IMPROVEMENTS/TITLE:** In the event LICENSEE wishes to alter or improve the Property in additional ways not anticipated by this section, LICENSEE shall obtain the advance written approval of the Director of the Department of General Services and comply with all requirements of any permits. The requirements relating to construction set forth herein are those of the COUNTY as landowner and not as a governmental entity. Nothing in this agreement shall be construed to entitle LICENSEE to undertake construction on the Property nor additional future improvements, without complying with all permitting required by COUNTY in its governmental capacity.

10. **NO INTERFERENCE WITH FACILITIES:** LICENSEE shall not interfere with any of COUNTY'S existing or future facilities or operations within or near the Property, nor use the Property in any manner that will constitute waste, nuisance, or unreasonable annoyance to the COUNTY, its tenants, or the general public.

11. **COMPLIANCE WITH THE LAW:** LICENSEE its officers, agents, or employees shall comply with all local, County, State, and Federal laws, rules, ordinances, and regulations affecting the Property, now or hereafter in effect.

12. **WASTE AND NUISANCE:** LICENSEE, its officers, agents, or employees shall not commit, nor suffer to be committed, any waste upon the Property.

13. **TOXICS:** LICENSEE shall not manufacture or generate hazardous wastes on the Property unless specifically authorized by this Agreement. LICENSEE shall be responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported by LICENSEE, its agents, employees, or designees on the Property during the term of this Agreement and shall comply with and be bound by all applicable provisions of such federal, state, or local law, regulation, or ordinance dealing with such wastes, substances, or materials. LICENSEE shall notify COUNTY and the appropriate governmental emergency response agency (ies) immediately in the event of any release or threatened release of any such wastes, substances or materials.

COUNTY shall not manufacture or generate, nor allow others under its control to manufacture or generate hazardous wastes on the Property. COUNTY shall notify LICENSEE immediately in the event of any release or threatened release of any such wastes, substances or

materials. In the event that such wastes, substances, or materials are released upon the property by COUNTY or others under its control, LICENSEE may terminate this Agreement. Upon termination of this Agreement by LICENSEE, all rights of LICENSEE shall cease and LICENSEE shall quietly and peacefully deliver to COUNTY, possession and interest in the Property.

14. **INDEMNIFICATION:**

A. **INDEMNIFICATION BY LICENSEE**

LICENSEE shall indemnify, defend and hold COUNTY, and COUNTY'S agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance of constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement of LICENSEE, and LICENSEE'S officers, agents and employees.

B. **INDEMNIFICATION BY COUNTY**

COUNTY shall indemnify, defend and hold LICENSEE, and LICENSEE'S agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance of constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement of COUNTY, and COUNTY'S officers, agents and employees.

15. **INSURANCE:** Without limiting the LICENSEE'S indemnification of the COUNTY, LICENSEE shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place LICENSEE in default. Upon request by the COUNTY, LICENSEE shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

A. **Workers' Compensation Insurance:** Statutory Workers' Compensation and Employers Liability Insurance shall cover all LICENSEE'S staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event LICENSEE is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if LICENSEE has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and LICENSEE submits a written statement to the COUNTY stating that fact.

B. **General and Automobile Liability Insurance:** The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all Property, operations, products and completed operations of LICENSEE and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the LICENSEE in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and LICENSEE. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on

behalf of LICENSEE pursuant to LICENSEE'S activities hereunder. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the LICENSEE is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

LICENSEE shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated COUNTY representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the LICENSEE may be held responsible for payment of damages resulting from LICENSEE'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the LICENSEE is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the LICENSEE'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY'S Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY'S risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. LICENSEE agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

C. Personal Property Insurance. LICENSEE shall maintain property insurance for its personal property, if any, including, but not limited to equipment, supplies and tenant improvements, throughout the term hereof.

All property insurance carried by LICENSEE shall include provisions denying to the insurer, acquisition by subrogation of rights of recovery against the other party to the extent the rights have been waived by the insured prior to occurrence of loss or injury.

16. **MUTUAL WAIVER OF SUBROGATION RIGHTS**: LICENSEE and COUNTY hereby waive any rights each may have against the other on account of any loss or damage suffered by LICENSEE or COUNTY, as the case may be, to their respective property arising from any risk generally covered by "all risk" property insurance; and the parties each, on behalf of their respective insurance companies insuring the property of either LICENSEE or COUNTY against any such loss, waive any right of subrogation that either may have against the other, as the case may be.

17. **NON-DISCRIMINATION**: LICENSEE shall comply with COUNTY laws, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth.

Noncompliance with provisions of this section shall constitute a material breach of this Agreement and in addition to any other remedies provided by law, COUNTY shall have the right to terminate this Agreement and the interest hereby created without liability therefore.

18. **NOTICES**: Any notice to be given to either party, by the other, shall be in writing and shall be served, either personally or by first class mail to the following:

COUNTY: County of Santa Barbara
Employee University
c/o Ronnie Thompson, Dean
267 Camino del Remedio
Santa Barbara, CA 93110

LICENSEE: California State University, Northridge
Public Sector Management Program
c/o Paul D. Krivonos, Ph.D., Director
18111 Nordhoff Street, Northridge
Northridge, California, 91330-8402

All notices hereunder shall be in writing and shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on the first business day following the date on which it is mailed, by certified or registered mail, postage prepaid, addressed to the address specified above, or to such other address designated by the party as provided herein.

19. **DEFAULT**: Except as otherwise specified herein, should either party at any time be in default hereunder with respect to any material covenant contained herein, the nondefaulting party shall give notice to the defaulting party specifying the particulars of the default and the defaulting party shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of forty-five (45) calendar days from such notice, this Agreement shall terminate at the option of the non-defaulting party unless the cure of such default shall reasonably

take more than forty-five (45) calendar days in which case the defaulting party shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

20. **REMEDIES**: In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach.

21. **WAIVER**: It is understood and agreed that any waiver, expressed or implied of any term of this Agreement shall not be, nor construed to be, a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

22. **TERMINATION**: This Agreement shall terminate and all rights of LICENSEE hereunder shall cease and LICENSEE shall quietly and peacefully vacate the Property:

- A. Upon LICENSEE'S failure to cure a default as specified in Section 19, **DEFAULT**; or
- B. Upon expiration of the term of this Agreement or any extension thereof; or
- C. Upon written notice by either party given not less than 180 days prior to the requested termination date, unless both parties mutually agree to a lesser period in writing, but not to be earlier than the completion of any and all cohorts in progress.

23. **DESTRUCTION**: If the Property is partially or totally destroyed by fire or other casualty, this Agreement, at the option of COUNTY, shall terminate. In the event of such destruction, COUNTY shall use its best efforts to re-locate LICENSEE to another location on the Property, or at an alternative location, provided the alternative location meets approval by WASC.

24. **ASSIGNMENT/HYPOTHECATION/SUBLEASE**: LICENSEE shall not mortgage, pledge, hypothecate, encumber, sublease or sublicense the Property or any interest therein. Any attempt to assign, sublicense, sublease, mortgage, pledge, hypothecate or in any other way encumber shall be void and without legal effect and shall constitute grounds for termination.

25. **SUCCESSORS IN INTEREST**: This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any organization into which LICENSEE may be merged.

26. **NEGATION OF PARTNERSHIP/JOINT VENTURE**: Nothing in this Agreement is intended, and no provision of this Agreement shall be construed, to make LICENSEE a partner of, nor a joint venturer with COUNTY or associated in any other way with regard to the use of the Property, nor to subject either party to any obligation, loss, charge or expense resulting there from.

27. **AGENCY DISCLOSURE**: LICENSEE acknowledges that the General Services Department, Facilities Services Division, of the COUNTY is the agent for the COUNTY exclusively, and is neither the agent for LICENSEE nor a dual agent in this transaction.

28. **CAPTIONS**: The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

29. **SEVERABILITY**: If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

30. **CERTIFICATION OF SIGNATORY**: Signatories for the parties represent and certify that they are authorized to sign on behalf of their respective party and that no additional signatures are required to carry out the activities contemplated herein.

31. **AMENDMENTS**: This Agreement may only be amended by written consent of the parties.

32. **EXECUTION IN COUNTERPARTS**: This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

33. **FACSIMILE SIGNATURES**: In the event that the parties hereto utilize facsimile transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission of the facsimile, except that funds shall not be released upon a facsimile signature nor shall facsimile signed documents be accepted for recordation by the Clerk Recorder of the County.

34. **CONSTRUCTION**: The parties agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and conditions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against any party hereto.

35. **ENTIRE AGREEMENT**: The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations and statements shall be deemed to create rights or obligations other than those stated herein.

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Project: CSUN EU License
A.P.N.: 059-140-029
Folio: 003446
Agent: DG

IN WITNESS WHEREOF, COUNTY and LICENSEE have executed this Agreement by the respective authorized officers as set forth below.

“COUNTY”
COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL F. BROWN
COUNTY ADMINISTRATOR

Chair, Board of Supervisors

By: _____

Date: _____

“LICENSEE”
CALIFORNIA STATE UNIVERSITY,
NORTHRIDGE

APPROVED:
EMPLOYEE UNIVERSITY

By: _____

Ronnie Thompson, Dean

Name and Title

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

By: _____

Name and Title

By: _____
Deputy

APPROVED:

APPROVED:

Ronn Carlentine, SR/WA
Real Property Manager

John A. Forner, M.B.A., A.R.M.
Risk Manager